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April 27, 2009

Mr. Jeffrey DeRouen  
Executive Director  
Kentucky Public Service Commission  
P.O. Box 615  
Frankfort, KY 40602

RECEIVED  
APR 29 2009  
PUBLIC SERVICE  
COMMISSION

**RE: Case No. 2005-00455**

Dear Mr. DeRouen:

Enclosed please find an original and ten copies of dPi Teleconnect, L.L.C.'s First Supplemental Response to AT&T KY's First Data Requests. These responses are filed in response to the Commission's Order granting AT&T's Motion to Compel. Please indicate receipt of this filing by placing your file stamp on the extra copy and returning to me via the enclosed, self-addressed, postage paid envelope.

Very truly yours,

STOLL KEENON OGDEN PLLC

Douglas F. Brent

DFB:jms  
Enclosures

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

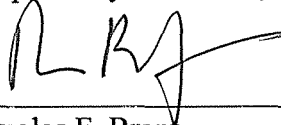
In the Matter of:

DPI TELECONNECT, LLC v. )  
BELLSOUTH TELECOMMUNICATIONS, ) Case No. 2005-00455  
INC. )

**DPI TELECONNECT, LLC'S FIRST SUPPLEMENTAL RESPONSE TO AT&T  
KENTUCKY'S FIRST DATA REQUESTS**

Please find attached dPi Teleconnect, LLC's First Supplemental Response to AT&T Kentucky's First Data Requests. David Dorwart of dPi Teleconnect, LLC is the responsible party for factual matters asserted herein.

Respectfully submitted,



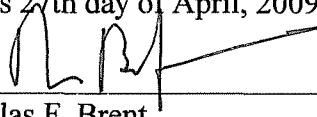
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**CERTIFICATE OF SERVICE**

I hereby certify that true copy of the foregoing document has been served on Defendant BellSouth through its below-listed attorneys on this 27th day of April, 2009 via the method indicated.

  
\_\_\_\_\_  
Douglas F. Brent

**Attorney for Defendant**

Mary K. Keyer  
601 W. Chestnut Street  
Room 407  
Louisville, KY 40203  
via First Class mail

## AT&T KENTUCKY'S FIRST DATA REQUESTS

6. **Of the Line Connection Charge Waiver (“LCCW”) promotional requests at issue in this proceeding, did dPi submit any requests that included call blocking placed in response to an affirmative request by a dPi end user for the placement of these blocks? If so, how many credit requests were based on dPi end user lines/accounts that had block(s) which were placed in response to an affirmative request by the dPi end user for the block(s)?**

### **RESPONSE:**

OBJECTION; irrelevant; not calculated to lead to the discovery of relevant evidence; burdensome and harassing.

The information sought – information related to dPi’s interactions with third parties – is utterly irrelevant and inadmissible in this case. The ONLY question before this tribunal is whether *AT&T* is required to extend promotional pricing for which *AT&T’s retail* customers qualify to *dPi* as a wholesaler. Thus, the sole areas of appropriate inquiry in this case are: (1) the meaning and construction of the LCCW promotion at issue; and (2) *AT&T’s* past practices in making the promotion pricing available to its retail and other wholesale customers. Inquiries into *dPi’s* relations with *third parties* – e.g., whether dPi passes on all or some of the promotional savings to its customers – have absolutely no bearing on the questions this tribunal must answer and are nothing more than a sideshow and a diversion.

Discovery is only allowed if the request is relevant or reasonably likely to lead to the discovery of relevant evidence. It is disallowed if the burden exceeds the probative value of the evidence. Here, because it is utterly irrelevant, the probative value of the information requested is zero, and thus the burden of producing the material obviously exceeds the zero probative value of the information requested.

Subject to this objection, please see the responses to Interrogatories 3, 4, and 5, and below:

As a preliminary matter, one must understand that dPi’s product offerings are not mirror images of Bellsouth’s retail tariff offerings; dPi repackages the services it chooses to purchase from Bellsouth into its own service offerings and markets them under its own label.

Generally, dPi’s offerings are *simplified as compared to Bellsouth’s* tariffed offerings. This allows the customer certainty when budgeting for their phone service. Thus, dPi’s customers can choose from a range of product offerings; in this case, the basic offering guarantees a fixed low price; to accomplish this, dPi essentially provides local service ONLY, without any additional access to options (e.g., access to call trace, call return, repeat dialing on a per usage basis);

customers are restricted from access to these advanced features (which have additional charges associated with them) unless they choose to upgrade their calling plan. So, while the customers do not know the provisioning USOCs/underlying service features that dPi orders from Bellsouth in order to deliver the customer the package that the customer selects from dPi, they do know and choose the essential characteristics of the plan they order from dPi.

In the instance at issue, in order to guarantee to the end user that they will get what they order – basic service without advanced features at a fixed price – there must be some method for avoiding services which will entail increased cost; namely, the blocks. To the extent that this request seeks to know whether the end user physically spoke the words that he would like lines to have blocks on them, the answer is that it is likely that that has happened. However, an order would have no distinguishing characteristics to identify whether or not the customer specifically requested the block or dPi placed the block on the line pursuant to its regular business practices. Thus the number, if any, cannot be identified.

7. **When dPi places call blocks on an end user's line, does it specifically and expressly inform the end user that it is doing so? If so, does dPi do so at the time the end user initially orders service? At any time?**

**RESPONSE:**

OBJECTION; irrelevant; not calculated to lead to the discovery of relevant evidence; burdensome and harassing.

The information sought – information related to dPi's interactions with third parties – is utterly irrelevant and inadmissible in this case. The ONLY question before this tribunal is whether *AT&T* is required to extend promotional pricing for which *AT&T's retail* customers qualify to *dPi* as a wholesaler. Thus, the sole areas of appropriate inquiry in this case are: (1) the meaning and construction of the LCCW promotion at issue; and (2) *AT&T's* past practices in making the promotion pricing available to its retail and other wholesale customers. Inquiries into *dPi's* relations with *third parties* – e.g., whether dPi passes on all or some of the promotional savings to its customers – have absolutely no bearing on the questions this tribunal must answer and are nothing more than a sideshow and a diversion.

Discovery is only allowed if the request is relevant or reasonably likely to lead to the discovery of relevant evidence. It is disallowed if the burden exceeds the probative value of the evidence. Here, because it is utterly irrelevant, the probative value of the information requested is zero, and thus the burden of producing the material obviously exceeds the zero probative value of the information requested.

Subject to this objection, please see the responses to Interrogatories 3, 4, 5, and 6 above. Again, this question demonstrates a fundamental misapprehension about how the resale

system works. Every purchase of basic service without access to advanced features from dPi is, on a technical or provisioning level, a request for blocks, as explained in response to Interrogatory No. 5 and 6., above. In order to guarantee to the end user that they will get what they order – basic service without advanced features at a fixed price – there must be some method for avoiding services which will entail increased cost; namely, the blocks. It is more accurate to say that dPi informs the customer of the various levels of service it provides, then acts to provide the level of service the customer requests. There is typically no communication about “blocks” as the underlying technical mechanisms through which dPi provides the service requested does not come up.

- 8. If you answered Data Request No. 7 affirmatively, please describe every communication from dPi to its end users that specifically informs the end user of dPi’s practices of placing blocks on end users’ lines, including, but not limited to the following: print advertisements, advertisements in other media, information on dPi’s website (or any other website through which dPi’s service can be ordered), scripts utilized by representatives of dPi who receive customer service orders.**

**RESPONSE:**

OBJECTION; irrelevant; not calculated to lead to the discovery of relevant evidence; burdensome and harassing.

The information sought – information related to dPi’s interactions with third parties – is utterly irrelevant and inadmissible in this case. The ONLY question before this tribunal is whether *AT&T* is required to extend promotional pricing for which *AT&T*’s *retail* customers qualify to *dPi* as a wholesaler. Thus, the sole areas of appropriate inquiry in this case are: (1) the meaning and construction of the LCCW promotion at issue; and (2) *AT&T*’s past practices in making the promotion pricing available to its retail and other wholesale customers. Inquiries into *dPi*’s relations with *third parties* – e.g., whether dPi passes on all or some of the promotional savings to its customers – have absolutely no bearing on the questions this tribunal must answer and are nothing more than a sideshow and a diversion.

Discovery is only allowed if the request is relevant or reasonably likely to lead to the discovery of relevant evidence. It is disallowed if the burden exceeds the probative value of the evidence. Here, because it is utterly irrelevant, the probative value of the information requested is zero, and thus the burden of producing the material obviously exceeds the zero probative value of the information requested.

Subject to the above, not applicable.

- 9. Please provide copies of all materials identified in response to Data Request No. 8.**

**RESPONSE:**

OBJECTION; irrelevant; not calculated to lead to the discovery of relevant evidence; burdensome and harassing.

The information sought – information related to dPi’s interactions with third parties – is utterly irrelevant and inadmissible in this case. The ONLY question before this tribunal is whether is *AT&T* is required to extend promotional pricing for which *AT&T’s retail* customers qualify to *dPi* as a wholesaler. Thus, the sole areas of appropriate inquiry in this case are: (1) the meaning and construction of the LCCW promotion at issue; and (2) *AT&T’s* past practices in making the promotion pricing available to its retail and other wholesale customers. Inquiries into *dPi’s* relations with *third parties* – e.g., whether dPi passes on all or some of the promotional savings to its customers – have absolutely no bearing on the questions this tribunal must answer and are nothing more than a sideshow and a diversion.

Discovery is only allowed if the request is relevant or reasonably likely to lead to the discovery of relevant evidence. It is disallowed if the burden exceeds the probative value of the evidence. Here, because it is utterly irrelevant, the probative value of the information requested is zero, and thus the burden of producing the material obviously exceeds the zero probative value of the information requested.

Subject to the above, not applicable.

- 16. In general, when dPi receives a promotional discount on wholesale services purchased from AT&T, does it pass this discount on to its end users?**

**RESPONSE:**

OBJECTION; irrelevant; not calculated to lead to the discovery of relevant evidence; burdensome and harassing.

The information sought – information related to dPi’s interactions with third parties – is utterly irrelevant and inadmissible in this case. The ONLY question before this tribunal is whether is *AT&T* is required to extend promotional pricing for which *AT&T’s retail* customers qualify to *dPi* as a wholesaler. Thus, the sole areas of appropriate inquiry in this case are: (1) the meaning and construction of the LCCW promotion at issue; and (2) *AT&T’s* past practices in making the promotion pricing available to its retail and other wholesale customers. Inquiries into *dPi’s* relations with *third parties* – e.g., whether dPi passes on all or some of the promotional savings to its customers – have absolutely no bearing on the questions this tribunal must answer and are nothing more than a sideshow and a diversion.

Discovery is only allowed if the request is relevant or reasonably likely to lead to the discovery of relevant evidence. It is disallowed if the burden exceeds the probative value of the evidence. Here, because it is utterly irrelevant, the probative value of the information requested is zero, and thus the burden of producing the material obviously exceeds the zero probative value of the information requested.

Subject to the above, dPi cannot answer this question because dPi's service offerings and pricing are not a mirror image of Bellsouth's. In general, if the total package of service dPi acquires from Bellsouth is reduced by a fixed amount that can be relied upon, dPi adjusts its rates to reflect some or all of that savings.

- 17. If you answered Data Request No. 16 in the affirmative, explain the process by which dPi passes these promotional discounts on to its end users.**

**RESPONSE:**

OBJECTION; irrelevant; not calculated to lead to the discovery of relevant evidence; burdensome and harassing.

The information sought – information related to dPi's interactions with third parties – is utterly irrelevant and inadmissible in this case. The ONLY question before this tribunal is whether *AT&T* is required to extend promotional pricing for which *AT&T's retail* customers qualify to *dPi* as a wholesaler. Thus, the sole areas of appropriate inquiry in this case are: (1) the meaning and construction of the LCCW promotion at issue; and (2) *AT&T's* past practices in making the promotion pricing available to its retail and other wholesale customers. Inquiries into *dPi's* relations with *third parties* – e.g., whether dPi passes on all or some of the promotional savings to its customers – have absolutely no bearing on the questions this tribunal must answer and are nothing more than a sideshow and a diversion.

Discovery is only allowed if the request is relevant or reasonably likely to lead to the discovery of relevant evidence. It is disallowed if the burden exceeds the probative value of the evidence. Here, because it is utterly irrelevant, the probative value of the information requested is zero, and thus the burden of producing the material obviously exceeds the zero probative value of the information requested.

Subject to the above, dPi cannot answer this question because dPi's service offerings and pricing are not a mirror image of Bellsouth's. In general, if the total package of service dPi acquires from Bellsouth is reduced by a fixed amount that can be relied upon, dPi adjusts its rates to reflect some or all of that savings.

- 18. If a dPi customer qualifies for the LCCW promotion, and dPi receives a promotional discount, does dPi pass any portion of the discount on to its end user? If you answered "yes," what is the amount passed on to the dPi end user and how is the discount passed on to the end user?**

**RESPONSE:**

OBJECTION; irrelevant; not calculated to lead to the discovery of relevant evidence; burdensome and harassing.



The information sought – information related to dPi’s interactions with third parties – is utterly irrelevant and inadmissible in this case. The ONLY question before this tribunal is whether is *AT&T* is required to extend promotional pricing for which *AT&T’s retail* customers qualify to *dPi* as a wholesaler. Thus, the sole areas of appropriate inquiry in this case are: (1) the meaning and construction of the LCCW promotion at issue; and (2) *AT&T’s* past practices in making the promotion pricing available to its retail and other wholesale customers. Inquiries into *dPi’s* relations with *third parties* – e.g., whether dPi passes on all or some of the promotional savings to its customers – have absolutely no bearing on the questions this tribunal must answer and are nothing more than a sideshow and a diversion.

Discovery is only allowed if the request is relevant or reasonably likely to lead to the discovery of relevant evidence. It is disallowed if the burden exceeds the probative value of the evidence. Here, because it is utterly irrelevant, the probative value of the information requested is zero, and thus the burden of producing the material obviously exceeds the zero probative value of the information requested.

Subject to the above, dPi cannot answer this question because dPi’s service offerings and pricing is not a mirror image of Bellsouth’s. In general, if the total package of service dPi acquires from Bellsouth is reduced by a fixed amount that can be relied upon, dPi adjusts its rates to reflect some or all of that savings.

19. **Has dPi submitted any credit requests to AT&T Kentucky for promotional discounts pursuant to the LCCW promotion that AT&T has sustained (i.e., that AT&T has paid to dPi)?**

**RESPONSE:** Yes.

**If so, did dPi pass the promotional discount on to its end users? If so, please provide all documents that demonstrate that dPi passed the promotional discount on to its end users.**

**RESPONSE:**

OBJECTION; irrelevant; not calculated to lead to the discovery of relevant evidence; burdensome and harassing.

The information sought – information related to dPi’s interactions with third parties – is utterly irrelevant and inadmissible in this case. The ONLY question before this tribunal is whether is *AT&T* is required to extend promotional pricing for which *AT&T’s retail* customers qualify to *dPi* as a wholesaler. Thus, the sole areas of appropriate inquiry in this case are: (1) the meaning and construction of the LCCW promotion at issue; and (2) *AT&T’s* past practices in making the promotion pricing available to its retail and other wholesale customers. Inquiries into *dPi’s* relations with *third parties* – e.g., whether dPi passes on all or some of the promotional savings to its customers – have absolutely no

bearing on the questions this tribunal must answer and are nothing more than a sideshow and a diversion.

Discovery is only allowed if the request is relevant or reasonably likely to lead to the discovery of relevant evidence. It is disallowed if the burden exceeds the probative value of the evidence. Here, because it is utterly irrelevant, the probative value of the information requested is zero, and thus the burden of producing the material obviously exceeds the zero probative value of the information requested.

Subject to the above, dPi cannot answer this question because dPi's service offerings and pricing is not a mirror image of Bellsouth's. In general, if the total package of service dPi acquires from Bellsouth is reduced by a fixed amount that can be relied upon, dPi adjusts its rates to reflect some or all of that savings.

- 21. Does dPi contend that every LCCW promotional credit request that it submitted to AT&T Kentucky was based on an order of basic local service and two or more features of any sort, which were ordered/added by the end user? If so, identify every action by the end user that constituted the ordering of call blocks?**

**RESPONSE:**

OBJECTION; irrelevant; not calculated to lead to the discovery of relevant evidence; burdensome and harassing.

The information sought – information related to dPi's interactions with third parties – is utterly irrelevant and inadmissible in this case. The ONLY question before this tribunal is whether *AT&T* is required to extend promotional pricing for which *AT&T's retail* customers qualify to *dPi* as a wholesaler. Thus, the sole areas of appropriate inquiry in this case are: (1) the meaning and construction of the LCCW promotion at issue; and (2) *AT&T's* past practices in making the promotion pricing available to its retail and other wholesale customers. Inquiries into *dPi's* relations with *third parties* – e.g., whether dPi passes on all or some of the promotional savings to its customers – have absolutely no bearing on the questions this tribunal must answer and are nothing more than a sideshow and a diversion.

Discovery is only allowed if the request is relevant or reasonably likely to lead to the discovery of relevant evidence. It is disallowed if the burden exceeds the probative value of the evidence. Here, because it is utterly irrelevant, the probative value of the information requested is zero, and thus the burden of producing the material obviously exceeds the zero probative value of the information requested.

dPi also objects on the grounds that the question is vague and confusing, considered in context with Data Request 22. The emphasis of the question indicates that BellSouth tries to distinguish between a feature and a call block. To the extent that dPi can answer

and without waiving its objection, dPi simply contends that it complied with the promotional language given for LCCW, as written in the tariff by BellSouth. The call blocks are Touchstar features, and thus no real distinction can be drawn between the two questions. Moreover, these TouchStar Blocking Features are always included in the basic service calling package that dPi offers, and thus when the customer selects the basic calling package, the TouchStar Blocking Features are included.

Subject to the above, the product that dPi sells is one that guarantees a fixed price for the end user. In requesting dPi's product, the customer is requesting the blocks (and whatever technical provisioning mechanisms are necessary) to ensure that the product is fixed priced.

- 22. Does dPi contend that every disputed LCCW promotional credit request that it submitted to AT&T Kentucky was based on an order of local service and two or more call blocks, which were ordered/added by the end user? If so, identify every action by the end user that constituted the ordering of call blocks?**

**RESPONSE:**

OBJECTION; irrelevant; not calculated to lead to the discovery of relevant evidence; burdensome and harassing.

The information sought – information related to dPi's interactions with third parties – is utterly irrelevant and inadmissible in this case. The ONLY question before this tribunal is whether *AT&T* is required to extend promotional pricing for which *AT&T's retail* customers qualify to *dPi* as a wholesaler. Thus, the sole areas of appropriate inquiry in this case are: (1) the meaning and construction of the LCCW promotion at issue; and (2) *AT&T's* past practices in making the promotion pricing available to its retail and other wholesale customers. Inquiries into *dPi's* relations with *third parties* – e.g., whether dPi passes on all or some of the promotional savings to its customers -- have absolutely no bearing on the questions this tribunal must answer and are nothing more than a sideshow and a diversion.

Discovery is only allowed if the request is relevant or reasonably likely to lead to the discovery of relevant evidence. It is disallowed if the burden exceeds the probative value of the evidence. Here, because it is utterly irrelevant, the probative value of the information requested is zero, and thus the burden of producing the material obviously exceeds the zero probative value of the information requested.

dPi further objects on the grounds that the question is vague and confusing, considered in context with Data Request 21. The emphasis of the question indicates that BellSouth tries to distinguish between a feature and a call block. To the extent that dPi can answer and without waiving its objection, dPi simply contends that it complied with the

promotional language given for LCCW, as written in the tariff by BellSouth. The call blocks are Touchstar features, and thus no real distinction can be drawn between the two questions. Moreover, these TouchStar Blocking Features are always included in the basic service calling package that dPi offers, and thus when the customer selects the basic calling package, the TouchStar Blocking Features are included.

Subject to this objection, see responses to Interrogatories 3, 4, and 5, above. Subject to the above, the product that dPi sells is one that guarantees a fixed price for the end user. In requesting dPi's product, the customer is requesting the blocks (and whatever technical provisioning mechanisms are necessary) to ensure that the product is fixed priced.

**23. Does dPi contend that when an end user orders basic local service, the end user is also necessarily ordering call blocking?**

**RESPONSE:**

OBJECTION; irrelevant; not calculated to lead to the discovery of relevant evidence; burdensome and harassing.

The information sought – information related to dPi's interactions with third parties – is utterly irrelevant and inadmissible in this case. The ONLY question before this tribunal is whether *AT&T* is required to extend promotional pricing for which *AT&T's retail* customers qualify to *dPi* as a wholesaler. Thus, the sole areas of appropriate inquiry in this case are: (1) the meaning and construction of the LCCW promotion at issue; and (2) *AT&T's* past practices in making the promotion pricing available to its retail and other wholesale customers. Inquiries into *dPi's* relations with *third parties* – e.g., whether dPi passes on all or some of the promotional savings to its customers – have absolutely no bearing on the questions this tribunal must answer and are nothing more than a sideshow and a diversion.

Discovery is only allowed if the request is relevant or reasonably likely to lead to the discovery of relevant evidence. It is disallowed if the burden exceeds the probative value of the evidence. Here, because it is utterly irrelevant, the probative value of the information requested is zero, and thus the burden of producing the material obviously exceeds the zero probative value of the information requested.

dPi's service offerings do not directly mirror *AT&T's*. *dPi's* basic package includes those TouchStar Blocking Features. Thus, dPi's normal procedure is to place the necessary universal service order codes that limit a customer from experiencing usage charges such as call return, repeat dialing and/or call tracing on such orders – unless the end users chooses a level of service that would entitle him or her to one or another of those features that would otherwise be blocked.

Subject to this objection, yes. Remember, dPi's product offerings and pricing are not mirror image of AT&T's. The product that *dPi* sells is one that guarantees a fixed price for the end user. In requesting dPi's product, the customer is requesting the blocks (and whatever technical provisioning mechanisms are necessary) to ensure that the product is fixed priced.

- 24. Do you contend that every end user that "orders" call blocking by ordering basic local service is actually aware of the existence of call blocks and that call blocks will be placed by dPi on his/her line(s)? Please fully explain the basis of your answer.**

**RESPONSE:**

OBJECTION; irrelevant; not calculated to lead to the discovery of relevant evidence; burdensome and harassing.

The information sought – information related to dPi's interactions with third parties – is utterly irrelevant and inadmissible in this case. The ONLY question before this tribunal is whether *AT&T* is required to extend promotional pricing for which *AT&T's retail* customers qualify to *dPi* as a wholesaler. Thus, the sole areas of appropriate inquiry in this case are: (1) the meaning and construction of the LCCW promotion at issue; and (2) *AT&T's* past practices in making the promotion pricing available to its retail and other wholesale customers. Inquiries into *dPi's* relations with *third parties* – e.g., whether dPi passes on all or some of the promotional savings to its customers – have absolutely no bearing on the questions this tribunal must answer and are nothing more than a sideshow and a diversion.

Discovery is only allowed if the request is relevant or reasonably likely to lead to the discovery of relevant evidence. It is disallowed if the burden exceeds the probative value of the evidence. Here, because it is utterly irrelevant, the probative value of the information requested is zero, and thus the burden of producing the material obviously exceeds the zero probative value of the information requested.

Subject to this objection, dPi doubts that the customer understands the technical minutiae behind what goes into their receiving dial tone at a particular address. What the customer understands is that the product that *dPi* sells is one that guarantees a fixed price for the end user, period, and is not in most cases aware of, or cares about, the underlying technology, including blocks, used to deliver the service as requested.

- 25. Identify every affirmative action in the ordering process by which the dPi end user specifically orders call blocking, i.e., apart from ordering basic local service.**

**RESPONSE:**

OBJECTION; irrelevant; not calculated to lead to the discovery of relevant evidence; burdensome and harassing.

The information sought – information related to dPi’s interactions with third parties – is utterly irrelevant and inadmissible in this case. The ONLY question before this tribunal is whether *AT&T* is required to extend promotional pricing for which *AT&T’s retail* customers qualify to *dPi* as a wholesaler. Thus, the sole areas of appropriate inquiry in this case are: (1) the meaning and construction of the LCCW promotion at issue; and (2) *AT&T’s* past practices in making the promotion pricing available to its retail and other wholesale customers. Inquiries into *dPi’s* relations with *third parties* – e.g., whether dPi passes on all or some of the promotional savings to its customers – have absolutely no bearing on the questions this tribunal must answer and are nothing more than a sideshow and a diversion.

Discovery is only allowed if the request is relevant or reasonably likely to lead to the discovery of relevant evidence. It is disallowed if the burden exceeds the probative value of the evidence. Here, because it is utterly irrelevant, the probative value of the information requested is zero, and thus the burden of producing the material obviously exceeds the zero probative value of the information requested.

Subject to this objection, please see the previous interrogatories responses. Call blocking comes standard with dPi’s basic package.

26. **Does dPi have any records, documents, or files, including electronically stored information, that identifies blocks and/or features that are ordered by dPi’s end users, as opposed to blocks or features added by dPi without a request from the end user? If so, please produce all such documents.**

**RESPONSE:**

OBJECTION; irrelevant; not calculated to lead to the discovery of relevant evidence; burdensome and harassing.

The only issues in this case are the promotions and services BellSouth offers to its end users at retail and CLECs at wholesale, and the amount BellSouth charges its retail end users and CLECs for said offerings. dPi’s equipment cannot be relevant to any issue in this case.

Discovery is only allowed if the request is relevant or reasonably likely to lead to the discovery of relevant evidence. It is disallowed if the burden exceeds the probative value of the evidence. Here, because it is utterly irrelevant, the probative value of the information requested is zero, and thus the burden of producing the material obviously exceeds the zero probative value of the information requested.

Subject to the preceding objection, this question continues to misapprehend the way the dPi business model works: it is not a mirror image of *AT&T’s*. The question makes a false distinction, and is unanswerable. There is no separate paperwork by which a

customer orders blocks. Blocks are an integral part of dPi's basic package, which is part of what allows dPi to guarantee the fixed price to the customer that the customer wants.

**38. Does dPi charge its end users for call blocking?**

**RESPONSE:**

OBJECTION; irrelevant; not calculated to lead to the discovery of relevant evidence; burdensome and harassing.

The information sought – information related to dPi's interactions with third parties – is utterly irrelevant and inadmissible in this case. The ONLY question before this tribunal is whether *AT&T* is required to extend promotional pricing for which *AT&T's retail* customers qualify to *dPi* as a wholesaler. Thus, the sole areas of appropriate inquiry in this case are: (1) the meaning and construction of the LCCW promotion at issue; and (2) *AT&T's* past practices in making the promotion pricing available to its retail and other wholesale customers. Inquiries into *dPi's* relations with *third parties* – e.g., whether dPi passes on all or some of the promotional savings to its customers – have absolutely no bearing on the questions this tribunal must answer and are nothing more than a sideshow and a diversion.

Discovery is only allowed if the request is relevant or reasonably likely to lead to the discovery of relevant evidence. It is disallowed if the burden exceeds the probative value of the evidence. Here, because it is utterly irrelevant, the probative value of the information requested is zero, and thus the burden of producing the material obviously exceeds the zero probative value of the information requested.

Subject to the preceding objection, this question continues to misapprehend the way the dPi business model works: it is not a mirror image of *AT&T's*. Just as there is no separate paperwork by which a customer orders blocks, there is no separate charge for same. Either the customer orders a level of service that is provisioned using blocks, or it does not.